

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISIONS

FOR

BRICK TENDER

IN

ALAMEDA AND CONTRA COSTA COUNTIES

102-166-2

HOD CARRIERS LOCAL UNION NO. 166
OF THE
LABORERS INTERNATIONAL UNION OF NORTH AMERICA
 8400 Enterprise Way, Room 109
 Oakland, California 94621
 Phones: (510) 568-0141 (510) 568-0142 (510) 568-0143 Fax (510) 568-4537

August 3, 2005

R E C E I V E D
 Department of Industrial Relations

AUG 5 2005

TO: ALL MEMBERS OF THE NCMCMB, AND ALL SIGNATORY
 CONTRACTORS TO THE MASON AGREEMENT

Div. of Labor Statistics & Research
 Chief's Office

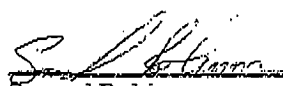
Effective July 1, 2005, the following schedule of wages, benefits, and deductions are in effect for
 Hodcarriers Local Union #166.


	7/1/04 to 6/30/05	\$2.00 INCREASE	7/1/05 to 6/30/06
TAXABLE WAGES	\$24.10 per hr	\$ 1.05 per hr	\$25.15 per hr
FOREMAN PAY (IF REQUIRED)	\$.75 per hr		\$.75 per hr
HEALTH & WELFARE	\$ 5.46 per hr	\$.45 per hr	\$ 5.91 per hr
PENSION (1)	\$ 4.30 per hr	\$.50 per hr	\$ 4.80 per hr
PENSION (2) MONEY PURCHASE PLAN	\$ 2.75 per hr		\$ 2.75 per hr
SET UP TIME	\$ 5.00 per day		\$ 5.00 per day
TRAINING	\$.10 per hr.		\$.10 per hr

VACATION, DUES CHECK-OFF, AND ORGANIZING INCLUDED IN WAGES
 (Vacation \$3.00 per hour, Dues Check-Off \$1.10 per hour, Organizing \$0.25 per hour --
 Total \$4.35 per hour)

Apprentice Percentages were changed to reflect new State law:
 Pre-apprentice 40%, 46%, 55%, 64%, 73%, 82%, 91%.

Fringe forms will be supplied prior to the reporting date.


 Samuel Robinson
 Business Manager/Secretary-Treasurer


 Elwood Smith
 President/NCMCMB

Dated: 8-3-05

Dated: 8.3.05

Hod Carriers Local Union No. 166

LABORERS INTERNATIONAL UNION OF NORTH AMERICA

Affiliated with the AFL-CIO

8400 ENTERPRISE WAY, ROOM 109

OAKLAND, CALIFORNIA 94621

Phone: 568-0141, 568-0142, 568-0143



RECEIVED
Department of Industrial Relations

JUL 22 1999

Div. of Labor Statistics & Research
Chief's Office

HODCARRIERS LOCAL #166 AGREEMENT

This agreement made and entered into this first day (1st) of July 1997 by and between the Northern California Mason Contractor Association, Inc., hereinafter referred to as the "Association", for and on behalf of the employers who have delegated to this Association the authority to negotiate and sign collective bargaining agreements on their behalf and listed in this Agreement,

AND

HOD CARRIERS' LOCAL UNION #166, AFFILIATED WITH THE Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH

Whereas, it is the desire of the parties hereto to formulate an agreement which will prevent strikes or lockouts, insure peaceful adjustment between said parties, prevent stoppage of work and tend to stabilize and strengthen the building industry, it is agreed between the parties as follows:

RECOGNITION

1. The Association hereby recognizes and acknowledges Hod Carriers' Local Union #166 as the sole and exclusive collective bargaining representative of all employees in the area and work covered by this Agreement.
2. The Union recognizes the Association as the sole and exclusive bargaining representative of all employers who have delegated their bargaining rights to the Association.

DEFINITIONS

1. The term "Association" shall mean Northern California Mason Contractors Association, Inc.
2. The term "Member of the Association" shall mean any person, firm or corporation who is now or hereafter may become a member of the Northern California Mason Contractor Association, Inc. and who has either signed a delegation of his bargaining rights to the Association or has signed this Agreement.
3. The term "Individual Employer" shall mean any person, firm or

BENEFIT PENSION FUND
SHALL BE PAID.
\$18.81

\$18.45

The subsistence as required under Article IV of this Agreement shall apply to trainee Hod carriers during the entire training period.

Section 4. In addition to the wage and fringe benefit payments required in Section 3 above, each employer who is not covered by the Northern California Mason Contractor Association, Inc., Cash Bond Guarantee covering wages, fringes and liquidated damage payments required by this Agreement shall 'upon becoming signatory to this Agreement, be required, in accordance with Article XVI of this Agreement, to deposit a seven thousand five hundred dollar (\$7,500.00) cash bond into the Hod Carriers' Local Union #166 Cash Bond Trust Fund to secure the wages and fringes for hod carriers covered hereunder. At the time an employer becomes signatory hereto, the employer must elect in writing either (1) to pay seven thousand five hundred dollars (\$7,500.00) in full to the Hod Carriers' Local Union #166 Cash Bond Trust Fund, or (2) to deposit five hundred dollars (\$500.00) to said Trust Fund and thereafter to contribute two dollars (\$2.00) per hour for each hour worked by each employee covered by this Agreement until said deposit with the Cash Bond Trust Fund amounts to seven thousand five hundred dollars (\$7,500.00). Withdrawals from, and suspension of payments to the Cash Bond Trust are governed by Article XVI of this Agreement, Written notice of the election referred to above, along with proof of the initial cash bond deposit, shall be served upon the Union, the Association, and the Trustees of Hod Carriers' Local Union #166 Cash Bond Trust Fund.

Section 5. Whenever hod carriers are working on jobs where heat protective clothing is required, they shall receive two dollars (\$2.00) per hour above the current scale for every hour worked and double said amount on overtime. The employer is to furnish all necessary clothing and heat fatigue aids.

ARTICLE VI - FOREMAN AND PREMIUM PAY

Section 1. If five (5) or more hod carriers are employed on a job, one of the five Hod carriers shall be designated as a foreman. All hod carrier foremen shall receive seventy-five cents (\$.75) per hour above the regular hourly wage scale. On refractory work in refineries, a foreman shall not be required unless there are six (6) or more hod carriers employed on the crew. Hod carriers shall be under the direct supervision of the hod carrier foreman and the hod carrier foreman shall be under the direct supervision of the employer or employer's representative on the job.

Section 2. All hod carriers working at grinders shall receive twenty-five cents (\$.25) per hour above the regular hourly wage scale.

Section 3. All hod carriers employed in manhole work shall be paid the regular wage scale plus two dollars (\$2.00) per day additional.

ARTICLE VIII - OVERTIME, HOLIDAYS, SHIFT WORK AND WAGE PAYMENTS

Section 1. All time worked in excess or outside of the regular work day or the regular work week or on holidays is overtime work and shall be paid for at the following rates of pay:

- (a) The first two (2) hours of overtime immediately following the regular quitting time shall be paid for at one and one-half (1 1/2) times the hourly wage rate. All hours worked in excess of two (2) hours overtime shall be paid at double the hourly wage rate.
- (b) The first nine hours worked on Saturday shall be paid for at one and one-half times the hourly wage rate. All hours worked on Saturday in excess of nine (9) hours or all hours worked on Sunday and the following holidays shall be paid for at double the hourly wage rate: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday immediately following Thanksgiving, and Christmas Day. No work shall be performed on Labor Day except to save life or property.
- (c) In the event a crew on a project is prevented from working on a regular weekday due to inclement weather or act of God, that crew will be permitted to work on the following Saturday at the regular straight time rate on a voluntary basis.

Section 2. It is agreed that two (2) or three (3) shifts may be worked at straight time provided that in all cases the hours worked by hod carriers conform with the hours worked by bricklayers, stonemasons, tuck pointers and caulkers whom they tend, but in no case shall a hod carrier work more than one (1) shift in any twenty-four (24) hour day unless the overtime rate is paid.

Section 3. Whenever shifts are worked by bricklayers and hod carriers, time shall be paid as in the previous Section provided unless the bricklayers working shifts with hod carriers are paid overtime, in which event the hod carriers working with bricklayers receiving overtime pay shall likewise receive overtime.

Section 4. On all refractory work, the following shifts may be worked at straight time:

- (a) Day shift will commence at 8:00 a.m. and terminate at 4:00 p.m. Swing Shift, 4:00 p.m. to 12:00 midnight, Graveyard Shift, 12 midnight to 8:00 am.
- (b) The straight time week shall be as follows: When one shift is worked, it shall commence at 8:00 a.m., Monday, and terminate at 4:30 p.m. Friday; when two (2) or three (3) shifts are worked, it shall commence at 8:00 a.m., Monday, and terminate at 12:00 midnight, Friday.
- (c) Day shift will receive prevailing rate; swing shift shall receive ten percent (10%) per hour above the prevailing rate; and graveyard shift shall receive fifteen percent (15%) per hour above the prevailing rate to the nearest one cent.
- (d) The final shift on any job shall be paid for the complete shift and all shifts shall have thirty (30) minutes for lunch on the employer's time.